

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 36
2. Contract No.		3. Solicitation No. DAAE20-01-R-0060		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2001APR18	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:45pm (hour) local time 2001MAY25 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name WILLIAM MOSCOSO E-mail address: MOSCOSOW@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-3404
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

- SECTION A - SUPPLEMENTAL INFORMATION
1. THIS SOLICITATION, DAAE20-01-R-0060, IS 100% SMALL BUSINESS SET-ASIDE.
2. THIS SOLICITATION WILL RESULT IN THE COMPETITIVE AWARD OF A FIRM FIXED-PRICE CONTRACT FOR THE DECONTAMINATING AGENT, SORBENT POWDER, NSN: 6810-01-481-5380.
3. THE CURRENT PROCUREMENT UTILIZES A BEST VALUE ACQUISITION APPROACH. PAST PERFORMANCE PROPOSALS ARE REQUIRED TO BE SUBMITTED ALONG WITH PRICE PROPOSALS. SEE SECTION L OF THE SOLICITATION FOR PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS. SEE SECTION M FOR INFORMATION ON PROPOSAL EVALUATION, BASIS FOR AWARD.
4. ALL OFFERORS ARE REQUIRED TO SUBMIT PRICES WITH AND WITHOUT FIRST ARTICLE FOR THE BASIC QUANTITY AND BE ANNOTATED IN SECTION B. THE PRICE FOR THE OPTION QUANTITY WILL BE WITHOUT FIRST ARTICLE AND BE ANNOTATED IN SECTION I.
5. DELIVERY FOR ALL ITEMS WILL BE FOB DESTINATION. ALL SHIPMENTS WILL BE SENT TO USA PINE BLUFF ARSENAL AS FOLLOWS:
- USA PINE BLUFF ARSENAL
DEP OP FLD SVC STK NON AMMO
53 990 507TH STREET
PINE BLUFF, AR 71602-9500

DEST CODE: W41CE8
6. REFERENCE EA-PRF-2166, EDGEWOOD CHEMICAL BIOLOGICAL CENTER PERFORMANCE PURCHASE DESCRIPTION FOR DECONTAMINATING AGENT, SORBENT POWDER.
- THE FOLLOWING LIMITED FIRST ARTICLE TEST (FAT) REQUIREMENTS ARE APPLICABLE ONLY WHEN THE CONTRACTOR FOLLOWS APPENDIX C OF EA-PRF-2166 STEP BY STEP DURING THE MANUFACTURE OF SORBENT POWDER.
- IF THE ABOVE CONSTRAINT APPLIES, THEN ALL FAT REQUIREMENTS AS LISTED IN TABLE V OF EA-PRF-2166 WILL BE WAIVED EXCEPT THE FOLLOWING:
- A. SIMULANT REACTIVITY

B. COLOR

C. PARTICLE SIZE
- IN ADDITION TO THE REQUIREMENTS LISTED ABOVE, A STANDARD PORE VOLUME TEST IS ALSO REQUIRED. A NITROGEN BET ANALYSIS OF SORBENT THAT HAS BEEN OUTGASSED AT 250 DEG C FOR A MINIMUM OF TWO HOURS WILL BE USED TO DETERMINE PORE VOLUME. THE MINIMUM PORE VOLUME FOR SPRAYDRIED, CALCINED AND DEHYDROXYLATED SORBENT WITH NO CARBON IS 0.4 ML/G.
7. IF THE OFFEROR DOES NOT INTEND TO FOLLOW APPENDIX C OF EA-PRF-2166 AS REFERENCED ABOVE, THEN FULL FAT WILL BE DONE AS STATED IN SECTION E-2 OF THIS SOLICITATION. IN THIS CASE, THE CAM, ACADA AND M43A1 ARE REQUIRED FOR FAT. THESE ARE SENSITIVE INSTRUMENTS WHICH CONTAIN A SMALL RADIOLOGICAL ELEMENT. THEREFORE, A CONTRACTOR MUST POSSESS A NUCLEAR REGULATORY COMMISSION (NRC) LICENSE TO HANDLE AND POSSESS SUCH INSTRUMENTS. HOWEVER, IF UPON THE CONTRACTOR'S REQUEST AND THROUGH NEGOTIATION WITH THE PCO, A GOVERNMENT REPRESENTATIVE OF THE BUYING OFFICE MAY HAND CARRY THE REQUIRED RADIOLOGICAL GFE INSTRUMENTS TO THE CONTRACTOR'S FACILITY FOR CONTRACTOR USE AND TO WITNESS FAT. IN THIS EVENT, AN NRC LICENSE IS NOT REQUIRED.
8. OFFERORS ARE ALERTED TO READ NARRATIVES IN SECTION L AND M FOR EVALUATION CRITERIA.

*** END OF NARRATIVE A 001 ***		
Regulatory Cite	Title	Date
A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0060 MOD/AMD	Page 3 of 36
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Name of Offeror or Contractor:

(AA7020)

A-2	52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI		

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
1. has inappropriate requirements; or
 2. needs streamlining; or
 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-AQ-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
	TACOM-RI		

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
	TACOM-RI		

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see

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Name of Offeror or Contractor:

http://aais.ria.army.mil/aais/SOLINFO/index.htm).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-5	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

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Name of Offeror or Contractor:

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination				
0001AB	<u>PRODUCTION QUANTITY W/O FIRST ARTICLE</u>	108000	LB	\$ _____	\$ _____
	NSN: 6810-01-481-5380 NOUN: DECONTAMINATING POW FSCM: 81361 PART NR: EA-PRF-2166 SECURITY CLASS: Unclassified PRON: S61ZB016SB PRON AMD: 01 AMS CD: 070031				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W58HZ11101A250 W41CE8 J 1 <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 3,200 31-OCT-2001 002 3,200 30-NOV-2001 003 3,200 31-DEC-2001 004 3,200 31-JAN-2002 005 3,200 28-FEB-2002 006 3,200 31-MAR-2002 007 3,200 30-APR-2002 008 3,200 31-MAY-2002 009 3,200 30-JUN-2002 010 3,200 31-JUL-2002 011 3,200 31-AUG-2002 012 3,200 30-SEP-2002 013 3,200 31-OCT-2002 014 3,200 30-NOV-2002 015 3,200 31-DEC-2002				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0060 MOD/AMD	Page 7 of 36
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
	016	3,200	31-JAN-2003				
	017	3,200	28-FEB-2003				
	018	3,200	31-MAR-2003				
	019	3,200	30-APR-2003				
	020	3,200	31-MAY-2003				
	FOB POINT: Destination						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W41CE8) XU USA PINE BLUFF ARSENAL DEP OP FLD SVC STK NON AMMO 53 990 507TH STREET PINE BLUFF AR 71602-9500						
	DOC SUPPL						
	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	
	002	W58HZ11101A251	W41CE8	J		1	
	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				
	001	3,200	30-JUN-2003				
	002	3,200	31-JUL-2003				
	003	3,200	31-AUG-2003				
	004	3,200	30-SEP-2003				
	005	3,200	31-OCT-2003				
	006	3,200	30-NOV-2003				
	007	3,200	31-DEC-2003				
	008	3,200	31-JAN-2004				
	009	3,200	28-FEB-2004				
	010	3,200	31-MAR-2004				
	011	3,200	30-APR-2004				
	012	3,200	31-MAY-2004				
	013	3,200	30-JUN-2004				
	014	2,400	31-JUL-2004				
	FOB POINT: Destination						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W41CE8) XU USA PINE BLUFF ARSENAL DEP OP FLD SVC STK NON AMMO 53 990 507TH STREET PINE BLUFF AR 71602-9500						

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0001AC	<div>PRODUCTION QUANTITY WITH FIRST ARTICLE</div> <div>NSN: 6810-01-481-5380 NOUN: DECONTAMINATING POW FSCM: 81361 PART NR: EA-PRF-2166 SECURITY CLASS: Unclassified PRON: S61ZB016SB PRON AMD: 01 AMS CD: 070031</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div><div>DOC SUPPL</div><table><tr><th>REL CD</th><th>MILSTRIP</th><th>ADDR</th><th>SIG CD</th><th>MARK FOR</th><th>TP CD</th></tr><tr><td>001</td><td>W58HZ11101A250</td><td>W41CE8</td><td>J</td><td></td><td>1</td></tr></table><table><tr><th>DEL REL CD</th><th>QUANTITY</th><th>DEL DATE</th></tr><tr><td>001</td><td>3,200</td><td>31-OCT-2001</td></tr><tr><td>002</td><td>3,200</td><td>30-NOV-2001</td></tr><tr><td>003</td><td>3,200</td><td>31-DEC-2001</td></tr><tr><td>004</td><td>3,200</td><td>31-JAN-2002</td></tr><tr><td>005</td><td>3,200</td><td>28-FEB-2002</td></tr><tr><td>006</td><td>3,200</td><td>31-MAR-2002</td></tr><tr><td>007</td><td>3,200</td><td>30-APR-2002</td></tr><tr><td>008</td><td>3,200</td><td>31-MAY-2002</td></tr><tr><td>009</td><td>3,200</td><td>30-JUN-2002</td></tr><tr><td>010</td><td>3,200</td><td>31-JUL-2002</td></tr><tr><td>011</td><td>3,200</td><td>31-AUG-2002</td></tr><tr><td>012</td><td>3,200</td><td>30-SEP-2002</td></tr><tr><td>013</td><td>3,200</td><td>31-OCT-2002</td></tr><tr><td>014</td><td>3,200</td><td>30-NOV-2002</td></tr><tr><td>015</td><td>3,200</td><td>31-DEC-2002</td></tr><tr><td>016</td><td>3,200</td><td>31-JAN-2003</td></tr><tr><td>017</td><td>3,200</td><td>28-FEB-2003</td></tr><tr><td>018</td><td>3,200</td><td>31-MAR-2003</td></tr><tr><td>019</td><td>3,200</td><td>30-APR-2003</td></tr><tr><td>020</td><td>3,200</td><td>31-MAY-2003</td></tr></table></div>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W58HZ11101A250	W41CE8	J		1	DEL REL CD	QUANTITY	DEL DATE	001	3,200	31-OCT-2001	002	3,200	30-NOV-2001	003	3,200	31-DEC-2001	004	3,200	31-JAN-2002	005	3,200	28-FEB-2002	006	3,200	31-MAR-2002	007	3,200	30-APR-2002	008	3,200	31-MAY-2002	009	3,200	30-JUN-2002	010	3,200	31-JUL-2002	011	3,200	31-AUG-2002	012	3,200	30-SEP-2002	013	3,200	31-OCT-2002	014	3,200	30-NOV-2002	015	3,200	31-DEC-2002	016	3,200	31-JAN-2003	017	3,200	28-FEB-2003	018	3,200	31-MAR-2003	019	3,200	30-APR-2003	020	3,200	31-MAY-2003	108000	LB	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W41CE8) XU USA PINE BLUFF ARSENAL DEP OP FLD SVC STK NON AMMO 53 990 507TH STREET PINE BLUFF AR 71602-9500</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W58HZ11101A251 W41CE8 J 1</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 3,200 30-JUN-2003</p> <p>002 3,200 31-JUL-2003</p> <p>003 3,200 31-AUG-2003</p> <p>004 3,200 30-SEP-2003</p> <p>005 3,200 31-OCT-2003</p> <p>006 3,200 30-NOV-2003</p> <p>007 3,200 31-DEC-2003</p> <p>008 3,200 31-JAN-2004</p> <p>009 3,200 28-FEB-2004</p> <p>010 3,200 31-MAR-2004</p> <p>011 3,200 30-APR-2004</p> <p>012 3,200 31-MAY-2004</p> <p>013 3,200 30-JUN-2004</p> <p>014 2,400 31-JUL-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W41CE8) XU USA PINE BLUFF ARSENAL DEP OP FLD SVC STK NON AMMO 53 990 507TH STREET PINE BLUFF AR 71602-9500</p>				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing EA-PRF-2166 with revisions in effect as of JANUARY 16, 2001:

SEE ATTACHMENT 001 FOR SECTION C

(CS6100)

C-2	52.248-4502 TACOM-RI	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: THE CONTRACTOR SHALL PACKAGE AND DELIVER THE SORBENT POWDER TO BEST COMMERCIAL PRACTICE AND TO THE REQUIREMENTS OF ASTM D3951. PACKAGING SHALL PROTECT THE SORBENT POWDERS AGAINST MOISTURE AND AIR, TRANSPORTATION AND HANDLING AND DIRECT EXPOSURES TO EXTREME TEMPERATURES. PACKAGING SHALL BE TIGHTLY SEALED TO PREVENT ANY INGRESS OF MOISTURE DN AIR AND LEAKAGE OF NITROGEN GASES.

(End of clause)

(DS6413)

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SECTION E - INSPECTION AND ACCEPTANCE

1. THE CAM, ACADA AND M43A1 ALARM ARE REQUIRED FOR FIRST ARTICLE TESTING (FAT). THESE ARE SENSITIVE INSTRUMENTS WHICH CONTAIN A SMALL RADIOLOGICAL ELEMENT. THEREFORE, A CONTRACTOR MUST POSSESS A NUCLEAR REGULATORY COMMISSION (NRC) LICENSE TO HANDLE AND POSSESS SUCH INSTRUMENTS. HOWEVER, IF UPON THE CONTRACTOR'S REQUEST AND THROUGH NEGOTIATION WITH THE PCO, A GOVERNMENT REPRESENTATIVE OF THE BUYING COMMAND MAY HAND CARRY THE REQUIRED RADIOLOGICAL GFE INSTRUMENTS TO THE CONTRACTOR'S FACILITY FOR CONTRACTOR USE, AND TO WITNESS FAT. IN THIS EVENT, AN NRC LICENSE IS NOT REQUIRED.

*** END OF NARRATIVE E 001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.209-4512 TACOM-RI	ES6031 WAS DELETED 29 MAR 01 AND REPLACED BY ES6016, FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

THE CONTRACTOR SHALL PERFORM A FIRST ARTICLE TEST (FAT), PRIOR TO INITIATING FULL SCALE PRODUCTION. THE FAT SAMPLE SHALL CONSIST OF ONE BATCH OF SORBENT POWDER MANUFACTURED USING THE SAME METHODS, MATERIAL, EQUIPMENT AND PROCESS THAT WILL BE USED DURING NORMAL PRODUCTION. THE SIZE OF THE FAT BATCH SHALL BE NOT LESS THAN 20 PERCENT OF THE BATCH SIZE TO BE USED DURING REGULAR PRODUCTION. PROVIDED THAT THE CONTRACTOR ELECTS TO IMPLEMENT STATISTICAL PROCESS CONTROL (SPC) FOR THE PRODUCTION OF ALL BATCHES OF SORBENT POWDER, AND MAINTAINS A CPK AVERAGE OF LESS THAN 1.33 PERCENT, NO SUBSEQUENT FAT/PRODUCTION LOT TESTING WILL BE REQUIRED, UNLESS THERE IS A CHANGE IN PROCESS, FACILITIES, PRODUCTION OR TEST EQUIPMENT, MATERIALS OR KEY PERSONNEL.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final

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inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-3	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	TACOM-RI		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

CHEMICAL AGENT MONITOR (CAM)	6665-01-199-4143	1 EACH	\$6,333.00	6 LBS
AUTOMATIC CHEMICAL AGENT ALARM (ACADA)	6665-01-438-6963	1 EACH	\$10,000.00	22 LBS
M43A1 CHEMICAL AGENT AUTOMATIC AGENT ALARM	6665-01-081-8140	1 EACH	\$8,000.00	10 LBS
M295 APPLICATOR MITTS	NO NSN			
M8 PAPER	6665-00-050-8529			
M9 PAPER	6665-01-226-5589			

*THE ABOVE GFE IS REQUIRED BY A PROSPECTIVE BIDDER OR CONTRACTOR FOR FAT AND/OR PRODUCTION LOT TESTING AND ACCEPTANCE. PLEASE CONTACT THE BUYING COMMAND FOR AVAILABILITY AND SOURCE THROUGH THE PCO. (SEE SECTION C)

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d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-CM-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

E-4	52.246-4530	PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)	DEC/1997
	TACOM-RI		

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of NOT LESS THAN 20 PERCENT OF A PRODUCTION BATCH SIZE OF SORBENT POWDER.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to SBCCOM, AMSSB-RSO-ADM, CDE QA CELL, ROCK ISLAND, ILLINOIS 61299-7390, EMAIL: CROMERF@RIA.ARMY.MIL.

(e)The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination TBD BY THE PROCUREMENT CONTRACTING OFFICER (PCO).

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(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with EA-PRF-2166.

(g) Within 30 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(End of clause)

(ES6042)

E-5	52.246-4025	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -	OCT/2000
	TACOM-RI	ALTERNATE II	

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

() ISO 9001

() ISO 9002

() QS 9000

() ANSI/ASQ 9001

() ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting

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Name of Offeror or Contractor:

contract requirements.

(ES7025)

(End of clause)

E-6 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
 - (ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.
 - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(ES7019)

(End of clause)

E-7 52.246-4531 ES7018 WAS DELETED 29 MAR 01 AND REPLACED BY ES7002, ACCEPTANCE JUN/2000
TACOM-RI INSPECTION EQUIPMENT (AIE)

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Name of Offeror or Contractor:

ES7018 WAS DELETED 29 MAR 01 AND REPLACED BY ES7002

E-8 52.246-4532 DESTRUCTIVE TESTING MAY/1994
TACOM-RI

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-9 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001
TACOM-RI

- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
- c. You may provide the following information relative to (CP)2-2000 certification:
- (1)____NOT CERTIFIED
- (2)____CERTIFIED
- (i)____DATE OF CERTIFICATION
- (ii)____CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

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(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are arenoscows@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 309-782-2314/1919, ATTN: WILLIAM MOSCOSO and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
NA

(End of Clause)

(HS6510)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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Name of Offeror or Contractor:

H-5 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0060 MOD/AMD	Page 23 of 36
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-10	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ALTERNATE I)	OCT/1995
I-11	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-12	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-14	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-15	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-16	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-17	52.223-6	DRUG-FREE WORKPLACE	MAR/2001
I-18	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-19	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-20	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-21	52.232-1	PAYMENTS	APR/1984
I-22	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-23	52.232-11	EXTRAS	APR/1984
I-24	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-25	52.232-17	INTEREST	JUN/1996
I-26	52.232-25	PROMPT PAYMENT	MAR/2001
I-27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-28	52.233-1	DISPUTES	JAN/1999
I-29	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-30	52.242-13	BANKRUPTCY	JUL/1995
I-31	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-32	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-33	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-34	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-35	52.248-1	VALUE ENGINEERING	FEB/2000
I-36	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-37	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-39	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-40	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-41	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-42	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000

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Name of Offeror or Contractor:		

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-43	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-44	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-45	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-46	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-47	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-48	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-49	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-50	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-51	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) IN CLIN 0001AB OR CLIN 0001AC by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) IN CLIN 0001AB OR CLIN 0001AC shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 DAYS PRIOR TO LAST DELIVERY by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$_____

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-52	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked

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Name of Offeror or Contractor:

'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-53	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-54	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

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Name of Offeror or Contractor:		

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(IF7016) (End of clause)

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423		003	
Attachment 001	SECTION C: DECONTAMINATING AGENT, SORBENT POWDER	28-JUN-1999	003	
Attachment 002	DOCUMENT SUMMARY LIST		002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg	
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs	
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs	
Attachment 4A	Guidance on Document of Contractor		2 Pgs	
	Data Requirements List (CDRL)			
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs	

(End of Clause)

(JS7001)

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAR/2001
(a)(1)		The North American Industry Classification System (NAICS) code for this acquisition is 325199.	

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -

(i) it
____is
____is not
a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it
____is
____is not
a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -

(i) it
____is
____is not
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
____is
____is not
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-R-0060 MOD/AMD</p>	<p style="text-align: center;">Page 29 of 36</p>
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Name of Offeror or Contractor:

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

- (1) Means a small business concern -
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

- "Veteran-owned small business concern" means a small business concern -
- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and

Name of Offeror or Contractor:

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6013)

K-3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-4 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-5	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-6	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
SECTION L: INSTRUCTIONS FOR OFFERORS

L.1 PROPOSALS SHALL BE SUBMITTED IN ACCORDANCE WITH THIS SECTION. TO AVOID UNNECESSARY EXPENSE TO BOTH THE GOVERNMENT AND THE OFFEROR, OFFERORS ARE ADVISED TO THOROUGHLY REVIEW SECTION M PRIOR TO SUBMITTING A PROPOSAL. ALL PROPOSALS SHALL BE PREPARED AND SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOLICITATION AND THE INSTRUCTIONS SET FORTH BELOW.

L.2 PAST PERFORMANCE:

A. DEFINITIONS:

1. "PAST PERFORMANCE INFORMATION", AS USED IN THIS SOLICITATION, IS RELEVANT INFORMATION REGARDING A CONTRACTOR'S ACTIONS UNDER PREVIOUSLY AWARDED CONTRACTS. THE PERFORMANCE INFORMATION SUBMITTED BY THE OFFEROR AND INFORMATION OBTAINED FROM INTERNAL GOVERNMENT DATABASES, SUCH AS, BUT NOT LIMITED TO THE DEFENSE CONTRACT MANAGEMENT AGENCY (MOCAS), ARMY PAST PERFORMANCE INFORMATION SYSTEM (PPIMS), DEPARTMENT OF DEFENSE PAST PERFORMANCE AUTOMATED INFORMATION SYSTEM (PPAIS), AND ANY OTHER AVAILABLE INFORMATION, MAY BE USED TO ASSESS PERFORMANCE RISK. IT MAY INCLUDE THE CONTRACTOR'S RECORD OF CONFORMING TO SPECIFICATIONS AND TO STANDARDS OF GOOD WORKMANSHIP; THE CONTRACTOR'S ADHERENCE TO CONTRACT SCHEDULES INCLUDING THE ADMINISTRATIVE ASPECTS OF PERFORMANCE; THE CONTRACTOR'S HISTORY OF REASONABLE AND COOPERATIVE BEHAVIOR AND COMMITMENT TO CUSTOMER SATISFACTION; AND GENERALLY, THE CONTRACTOR'S BUSINESS-LIKE CONCERN FOR THE INTERESTS OF THE CUSTOMER.
2. "RELEVANT CONTRACTS", AS USED IN THIS SOLICITATION, ARE CURRENT OR PAST CONTRACT REFERENCES WHERE THE OFFEROR HAS SUCCESSFULLY DEMONSTRATED THE FOLLOWING; THEIR ABILITY TO PROCURE, MANUFACTURE AND DELIVER AT LEAST 15,000 POUNDS OF DECONTAMINATING SORBENT POWDER(S) AS USED TO DECONTAMINATE AND OR NEUTRALIZE CHEMICALS; THE USE OF PROCESS CONTROLS TO REGULATE COLOR, PARTICLE SIZE, PORE VOLUME, REACTIVITY, MOISTURE CONTENT AND PURITY; AND THE UTILIZATION OF AIRTIGHT DRY CHEMICAL PACKAGING. YOUR ABILITY ON CURRENT OR PAST CONTRACT REFERENCES SHALL BE SIMILAR TO THE PRODUCTION PROCESSES, TECHNICAL SCOPE OF WORK AND REQUIREMENTS OF THE TECHNICAL DATA PACKAGE AND OVERALL COMPLEXITY OF THE REQUIREMENTS CONTAINED IN THIS SOLICITATION.
3. "RECENT CONTRACTS", AS USED IN THIS SOLICITATION, SHOULD BE U.S. GOVERNMENT, AND/OR COMMERCIAL/CONTRACTS THAT THE OFFEROR IS PERFORMING TO OR DELIVERED DURING THE LAST THREE (3) YEARS PREVIOUS TO THE DATE OF THIS SOLICITATION ISSUE DATE.
4. "PERFORMANCE RISK", AS USED IN THIS SOLICITATION, IS THE RISK ASSOCIATED WITH AN OFFEROR'S LIKELIHOOD OF SUCCESS IN PERFORMING TO THE REQUIREMENTS OF THE SOLICITATION AS INDICATED BY THE OFFEROR'S CONTRACT REFERENCES AND RECORD OF PAST PERFORMANCE.

B. PAST PERFORMANCE INFORMATION SUBMISSION:

1. SUCCESSFUL CONTRACT REFERENCES: THE OFFEROR SHALL INCLUDE CONTRACT REFERENCES AS PART OF THEIR PROPOSAL SUBMISSION ON RECENT, RELEVANT CONTRACTS AS DEFINED ABOVE. THE NUMBER OF SUBMISSIONS SHOULD BE NO MORE THAN FIVE(5) RELEVANT AND RECENT PREVIOUS CONTRACTS AND SHALL INCLUDE THE FOLLOWING INFORMATION:

- A. CONTRACTING ACTIVITY AND ADDRESS
 - B. CONTRACT NUMBER AND AWARD DATE
 - C. POINT OF CONTACT (INCLUDING NAME, PHONE NUMBER AND EMAIL ADDRESS)
 1. PROCURING CONTRACTING OFFICER
 2. ADMINISTRATIVE CONTRACTING OFFICER
 3. OTHER (INCLUDE JOB TITLE)
 - D. ITEM PROCURED, INCLUDING NSN/DESCRIPTION/PN
 - E. CONTRACT VALUE
 - F. DELIVERY SCHEDULE/PERFORMANCE: FOR ANY CONTRACT WHICH DID NOT/DOES NOT MEET ORIGINAL SCHEDULE, OR TECHNICAL PERFORMANCE REQUIREMENTS, PROVIDE A BRIEF EXPLANATION OF THE REASON(S) FOR THE SHORTCOMING AND ANY CORRECTIVE ACTIONS TAKEN TO AVOID RECURRENCE. LIST EACH TIME THE DELIVERY SCHEDULE WAS REVISED AND PROVIDE AN EXPLANATION OF WHY THE REVISION WAS NECESSARY. ALSO PROVIDE A COPY OF ANY CURE NOTICES OR SHOW CAUSE LETTERS RECIEVED ON EACH CONTRACT LISTED AND A DESCRIPTION OF ANY CORRECTIVE ACTIONS TAKEN. IDENTIFY ANY CONTRACTS, WHICH WERE TERMINATED, AND THE TYPES AND REASONS FOR THE TERMINATION.
 - G. INCLUDE ALL QUALITY PROBLEMS ENCOUNTERED IN PERFORMANCE OF THE CONTRACT AND IF APPLICABLE ADDRESS DEMONSTRATED CORRECTIVE ACTIONS IMPLEMENTED AS A RESULT OF THE PROBLEM ENCOUNTERED. ALSO, IF APPLICABLE, IDENTIFY ANY SIGNIFICANT ACHIEVEMENTS ASSOCIATED WITH CONTRACT PERFORMANCE.
 - H. INCLUDE ALL TECHNICAL INNOVATIONS AND ENGINEERING CHANGES THAT IMPROVED THE QUALITY OF PERFORMANCE ASPECTS OF THE DELIVERED PRODUCT.
 - I. A DETAILED EXPLANATION OF THE RELEVANCE OF THE CONTRACT TO THIS SOLICITATION EFFORT.
2. UNSUCCESSFUL CONTRACT REFERENCES: IN ADDITION TO THE SUCCESSFUL CONTRACT REFERENCES, THE OFFEROR SHALL IDENTIFY RECENT CONTRACT(S) IN WHICH YOU WERE EITHER THE PRIME OR THE SUBCONTRACTOR THAT MAY HAVE BEEN TERMINATED, OR CANCELLED FOR ANY REASON, IN WHOLE OR IN PART. IF THERE WERE NO TERMINATIONS, PLEASE STATE THAT.
3. SUBCONTRACTOR PERFORMANCE REFERENCES: IF THE OFFEROR INTENDS TO SUBCONTRACT ANY MAJOR PRODUCTION PROCESS ELEMENT OR ALL

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Name of Offeror or Contractor:

OF THE REQUIREMENTS OF THE SOLICITATION, THE OFFEROR SHALL IDENTIFY THE PROPOSED SUBCONTRACTOR(S). THE SUBCONTRACTOR(S) SHALL PROVIDE PAST PERFORMANCE INFORMATION AS REFERENCED IN PARAGRAPH B.1 PAST PERFORMANCE INFORMATION SUBMISSION, ABOVE. THE OFFEROR SHALL INCLUDE THE SUBCONTRACTOR(S) PAST PERFORMANCE INFORMATION AS PART OF THE PROPOSAL SUBMISSION TO ALLOW THE GOVERNMENT TO PERFORM AN EVALUATION OF THE SUBCONTRACTOR'S CAPABILITIES AND ABILITY TO PERFORM THE REQUIRED TASKS. IN ADDITION, THE OFFERORS SHALL INCLUDE IN THEIR PROPOSAL THE WRITTEN CONSENT OF THEIR PROPOSED SUBCONTRACTOR(S) ALLOWING THE GOVERNMENT TO DISCUSS THE SUBCONTRACTOR'S PAST PERFORMANCE EVALUATION WITH THE OFFEROR DURING NEGOTIATION. IF THE OFFEROR INTENDS TO SUBCONTRACT ANY OR ALL OF THE REQUIREMENTS OF THE SOLICITATION, THE NUMBER OF SUBCONTRACTOR SUBMISSIONS SHOULD BE NO MORE THAN FIVE (5) RELEVANT AND RECENT PREVIOUS CONTRACTS.

4. WE MAY USE THE INFORMATION THAT YOU PROVIDE AND INFORMATION WE GATHER FROM OTHER SOURCES TO EVALUATE PAST PERFORMANCE. SINCE WE MAY NOT INTERVIEW ALL THE SOURCES YOU PROVIDE, IT IS INCUMBENT UPON EACH OFFEROR TO EXPLAIN ALL THE INFORMATION THEY PROVIDE. WE DO NOT ASSUME THE DUTY TO SEARCH FOR INFORMATION TO CURE PROBLEMS WE FIND IN PROPOSALS. THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PERFORMANCE RISK INFORMATION REMAINS WITH THE OFFEROR. WE MAY REJECT A PROPOSAL IF IT DOES NOT CONTAIN THE INFORMATION REQUIRED ABOVE.

L.3 PRICE

A. OFFERORS ARE REQUIRED TO SUBMIT PRICES WITH AND WITHOUT FIRST ARTICLE IN SECTION B. THE PRICE FOR THE OPTION QUANTITY WILL BE WITHOUT FIRST ARTICLE AND ANNOTATED IN SECTION I. ALL PRICES PROPOSED WILL BE BINDING.

B. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

*** END OF NARRATIVE L 001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE I	OCT/1997
L-2	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

L-3	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	AUG/1999
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1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

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3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-4 52.215-4511 ELECTRONIC AWARD NOTICE
TACOM-RI

APR/1999

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD
SECTION M: BASIS FOR AWARD

M.1 OVERVIEW

- A. THE GOVERNMENT WILL BASE OUR AWARD DECISION ON TWO FACTORS: PERFORMANCE RISK AND PRICE. AWARD WILL BE MADE TO THE OFFEROR WHO PROVIDES US THE BEST VALUE CONSIDERING ANY APPROPRIATE TRADEOFFS BETWEEN THESE TWO FACTORS. PERFORMANCE RISK IS CONSIDERED MORE IMPORTANT THAN PRICE. HOWEVER, WHEN PERFORMANCE RISK TENDS TO EQUALIZE AMONG OFFEROR'S, PRICE BECOMES MORE IMPORTANT.
- B. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD TO SOMEONE OTHER THAN THE LOW PRICED OFFEROR.
- C. THE GOVERNMENT MAY REJECT ANY PROPOSAL THAT IS UNREALISTICALLY HIGH OR LOW IN PRICE.

M.2 PERFORMANCE RISK:

A. THE GOVERNMENT WILL DETERMINE PERFORMANCE RISK BY EVALUATING RELEVANCY AND QUALITY OF THE OFFEROR'S PAST PERFORMANCE INFORMATION TO DETERMINE RISK (AS DEFINED IN SECTION L). IN EVALUATING PERFORMANCE, THE GOVERNMENT WILL REVIEW THE OFFEROR'S DEMONSTRATED RECORD OF PERFORMANCE, CORRECTIVE ACTIONS AND GENERAL TRENDS, WHICH INCLUDES AS A MINIMUM, ADHERENCE TO DELIVERY SCHEDULES, ANY QUALITY ISSUE(S), AND EXTENSIONS (IF ANY) WITHIN THE PAST THREE YEARS. THE GOVERNMENT MAY CONSIDER PAST PERFORMANCE INFORMATION REGARDING PREDECESSOR COMPANIES, KEY PERSONNEL, OR SUBCONTRACTORS WHERE SUCH INFORMATION IS RELEVANT TO THIS ACQUISITION. A SIGNIFICANT ACHIEVEMENT, PROBLEM/PROBLEM RESOLUTION OR LACK OF RELEVANT DATA IN ANY ELEMENT OF THE WORK CAN BECOME AN IMPORTANT CONSIDERATION IN THE SELECTION PROCESS. A NEGATIVE FINDING IN ANY ELEMENT MAY RESULT IN AN OVERALL HIGH-RISK RATING. A SINGLE EVALUATION RATING WILL BE ASSIGNED COVERING ALL RELEVANT CONTRACT(S) AS SUBMITTED BY EACH OFFEROR FOR THE AREA OF PAST PERFORMANCE. THIS SINGLE EVALUATION RATING WILL BE ASSIGNED USING THE FOLLOWING ADJECTIVAL-NARRATIVE RATING CRITERIA:

- VERY LOW RISK: BASED ON THE OFFEROR'S PERFORMANCE, VERY LITTLE DOUBT EXISTS THAT THE OFFEROR CAN SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- LOW RISK: BASED ON THE OFFEROR'S PERFORMANCE, LITTLE DOUBT EXISTS THAT THE OFFEROR CAN SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- MODERATE RISK: BASED ON THE OFFEROR'S PERFORMANCE, SOME DOUBT EXISTS THAT THE OFFEROR CAN SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- HIGH RISK: BASED ON THE OFFEROR'S PERFORMANCE, SIGNIFICANT DOUBT EXISTS THAT THE OFFEROR CAN SUCCESSFULLY PERFORM THE REQUIRED EFFORT.
- NEUTRAL: A LEVEL OF RISK COULD NOT BE DETERMINED AND IS UNKNOWN. NO RELEVANT PERFORMANCE RECORD WAS IDENTIFIED OR LOCATED.

C. IN CONDUCTING THE PAST PERFORMANCE RISK EVALUATION, THE GOVERNMENT MAY USE RELEVANT DATA AND INFORMATION EXTRINSIC TO THE PROPOSAL, WHICH IS OTHERWISE AVAILABLE TO THE GOVERNMENT. SINCE THE GOVERNMENT MAY NOT NECESSARILY INTERVIEW ALL SOURCES PROVIDED BY OFFERORS, IT IS INCUMBENT UPON THE OFFEROR TO DESCRIBE THE RELEVANCE OF THE DATA PROVIDED. OFFERORS ARE REMINDED, WHILE THE GOVERNMENT MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES, THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION RESTS WITH OFFERORS.

M.3 PRICE

- A. THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THE SOLICITATION.
- B. THE PRICE WITH FIRST ARTICLE TESTING (FAT) AND THE OPTION PRICE WILL BE UTILIZED FOR CALCULATING THE TOTAL EVALUATED PRICE. IF FAT IS WAIVED, THE PRICE WITHOUT FAT WITH THE OPTION PRICE WILL BE UTILIZED FOR EVALUATION PURPOSES.

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If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)